

## AGENDA ITEM

**Meeting Date:** 11/5/2018 - 7:00 PM

**Category:** Consent Agenda


**Type:** Action

**Subject:** 15.6 (Item #6) Contract Between Mt. Diablo Unified School District-Bel Air, Meadow Homes and Rio Vista Elementary Schools, and the YMCA of the East Bay, Camp Arroyo

**LCAP (Local Control Accountability Plan) Goal:** Goal 1: All students will receive a high quality education in a safe and welcoming environment with equitable and high expectations, access to technology, and instruction in the California State Standards that prepare them for college and/or career.

**Policy:**

**Enclosure:**

**File Attachment:**  
 YMCA Camp Arroyo 2018.19.pdf

**Summary:** Fifth grade students at Bel Air, Meadow Homes and Rio Vista elementary schools would like to attend outdoor education programs at YMCA Camp Arroyo April 24-26, 2019, May 20 - 24, 2019 and February 19 - 22, 2019 respectively.

**Funding:** 0930 - LCFF Targeted Supplemental Grant  
 0343 - Elementary Outdoor Education  
 4343 - Donation Elementary Outdoor Education

**Fiscal Impact:** \$4,830 - Bel Air Elementary  
 \$20,580 - Meadow Homes Elementary  
 \$14,900 - Rio Vista Elementary

**Recommendation** Approve the contract between Mt. Diablo Unified School District-Bel Air, Meadow Homes and Rio Vista Elementary Schools, and YMCA of the East Bay, Camp Arroyo.

**Approvals:** **Recommended By:**

*Signature*

**Signed By:** Laura Juranek - Administrative Assistant

*Signature*

**Signed By:** Jose Espinoza - Assistant Superintendent Elementary Schools

*Signature*

**Signed By:** Nance Juner - Director of Fiscal Services

*Signature*

**Signed By:** Larry Schoenke - Legal Counsel

*Signature*

**Signed By:** Dr. Nellie Meyer - Superintendent

**Vote Results:** **Original Motion**  
 Member **Cheryl Hansen** Moved, Member **Brian Lawrence** seconded to approve the **Original** motion 'Approve the contract between Mt. Diablo Unified School District-Bel Air, Meadow Homes and Rio Vista

Elementary Schools, and YMCA of the East Bay, Camp Arroyo.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**. The motion **Carried** 5 - 0

Linda Mayo Yes

Joanne Durkee Yes

Cheryl Hansen Yes

Brian Lawrence Yes

Debra Mason Yes

R109281 Bel Air  
R109142 Meadow Homes  
R109706 Rio Vista

RECEIVED

OCT 25 2018

**YMCA of the East Bay, Camp Arroyo**  
**Use Agreement Standard Terms**

ES ASST SUPERINTENDENT

This use of facilities Agreement is between the YMCA of the East Bay, a California non-profit corporation (hereinafter referred to as "YMCA") and Mt. Diablo Unified School District (hereinafter referred to as "User"). The Agreement provides for use of Camp Arroyo (hereinafter referred to as "Facility") for the activities and purposes as detailed below. Dates of use and financial considerations are addressed in the attached Facility Contract (a separate document), and both documents must be completed for this Agreement to be finalized.

IN FURTHER CONSIDERATION OF RECEIVING PERMISSION TO ENTER CAMP ARROYO FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the YMCA of the East Bay, The Taylor Family Foundation and East Bay Regional Parks District, or any of their directors, officers, employees, and agents (hereinafter referred to as "Releasees") from liabilities, claims, expenses (including attorney's fees), demands, suits or costs for injuries to, or death of, any person or persons or damage, theft loss or destruction of property arising out of or that is the result of an error, omission or negligent act of User.
2. User shall be in compliance with all Insurance Requirements attached in Exhibit A and incorporated herein to this Agreement.
3. USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from User's operations at and use of Camp Loma Mar, including but not limited to, use of the Releasees' equipment or facilities, that is the result of an error, omission or negligent act of the User, its officers, agents, invitees or employees."

In the event that any portion of this Agreement results in a violation of any law of the State of California, the parties agree that such portion shall be severable, and that the remaining provisions of this Agreement shall continue in full force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) **USE:** User is granted the permit to use Camp Arroyo on the dates set forth in the Facility Contract.
- (b) **ASSIGNMENT:** User shall not assign or sublet this Agreement or any portion thereof without the prior written consent of the YMCA.
- (c) **INSURANCE:** User shall provide certificates and all endorsements of the required insurance as indicated in Exhibit A, attached, that are updated annually and provide notice of cancellation to YMCA. A copy of the certificates and all endorsements must be provided to the YMCA at least 15 days in advance of Users arrival at camp.
- (d) **FOOD SERVICE:** YMCA shall provide meals as set forth in the Facility Contract. User shall inform YMCA of the number of individuals for food service not less than two weeks

prior to the beginning of camp. YMCA shall provide all meals. No individual shall be permitted to use the kitchen or to prepare food at any time.

(e) **CONDITIONS:** As a condition to holding this camp and receiving this use permit, User shall comply with each of the following conditions:

- i. User shall not violate any city, county, or state law in or about the said Facility and shall comply with all camp rules and regulations now in force or subsequently adopted.
- ii. Camp Arroyo has a maximum sleeping capacity of 144. Sleeping outdoors or in tents is not permitted.
- iii. User agrees to complete and return the following forms and any additional forms that may be subsequently requested by the YMCA: Needs Assessment & Meal Planning Form, Cabin Housing Form, Adventure Groups Form, Table Groups Form.
- iv. The User shall provide the YMCA at least thirty (30) days written notice if, for any reason, the guaranteed number of students will not attend. The User will remain responsible for no less than 85% of the guaranteed minimum, regardless of the actual number of students attending as stipulated in the Facility Contract.
- v. The camp sessions shall be conducted under the overall personal supervision of User's Camp Director who will coordinate, control and supervise all camp activities. User's Camp Director may designate a substitute camp director as long as said substitute meets established qualification guidelines (e.g. CPR, First Aid certified etc.) and is covered by the insurance provided. User's Camp Director is responsible for immediately communicating in writing any unsafe conditions or problems to the YMCA at Camp Arroyo's Camp Director.
- vi. It is recommended to the User's designated Camp Director that appropriate screening policies are in place for staff that he or she may supervise, who have direct access to youth and/or campers.
- vii. Any additions to the site made by the User shall only be temporary in nature; and approved by YMCA Camp Loma Mar in writing prior to installation; and comply with the list of approved temporary additions /changes attached to this Agreement and marked Exhibit A, when applicable to User's camp. User is responsible for the removal and, if necessary, the disposal, of all materials used in the temporary addition.
- viii. No signs or barriers shall be placed or used in the Camp without the prior written authorization of the YMCA. Nothing shall be nailed or tacked to trees or other vegetation or structures.
- viii. User shall be responsible for and its insurance shall apply to all participants, guests, invitees and/or entrants in all circumstances.

(f) **UTILITIES:** The YMCA of the East Bay shall provide water, electricity, and garbage disposal on a "normal use" basis without charge to the User.

(g) **JANITORIAL:** The YMCA shall provide janitorial service prior to User's arrival and after User's departure. User agrees be responsible for the cleaning of the cabins during its stay. User agrees to pay for all damage to any portion of the Facility Incurred during User's stay.

(h) **HEALTH & SAFETY:** User shall be solely responsible for all first aid and medical supervision or treatment.

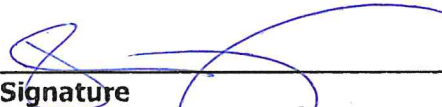
- i. User agrees to furnish qualified staff for health care needs and supervision, including, but not limited to, CPR/First Aid and AED certification.
- ii. User shall bring and have available at all times a current list of participants that includes: names, and addresses, emergency contact information, allergies and health conditions and in addition for each minor under the age of 18, a signed form granting permission to User for emergency medical treatment or a signed waiver

- exempting them from emergency treatment due to religious or personal beliefs.
- iii. User is responsible for all emergency and non-emergency transportation.
  - iv. The YMCA prohibits hunting, fireworks, firearms, ammunitions or explosives at the Facility. The use of gasoline, flammables, poisonous substances and hand and power tools are also prohibited.
  - v. Smoking, the use of e-cigarettes, and open fires are not permitted. User is required to inform all participants of this policy and to explain the hazards of open flame in Camp. Open fires are not permitted. BBQ units are permitted only with prior authorization and only under the supervision of YMCA staff.
  - vi. Use of vehicles at the Facility is restricted to roads and parking areas. The speed limit on all Facility roads is 10 mph. Speed limit is strictly enforced.
  - vii. Alcohol use, distribution or consumption is prohibited unless express written permission is granted to the group in advance by YMCA and appropriate insurance is secured by group. All YMCA Rules for the serving of alcohol must be strictly followed and any violations will result in the immediate termination of permission to use/serve alcohol.
  - viii. The YMCA prohibits use or possession of recreational drugs, including marijuana, on camp property at all times. Individuals using and/or under the influence of drugs will be removed from camp property immediately.
- (i) **POOL AREA USE:** No one shall enter the pool area unless a YMCA lifeguard, or one approved by YMCA is present. The pool will be available for use April through November, weather permitting.
  - (j) **CLIMBING WALL/CHALLENGE COURSE:** No one shall enter the climbing wall or challenge course areas unless a YMCA staff person, or one approved by YMCA, is present. The climbing wall will be available for use weather permitting. All participants must be at least 10 years of age, and free of medical or physical conditions, which might create undue risk to himself/herself or to others.
  - (k) **USER PERSONNEL:** YMCA reserves the right to require User to remove from the Facility any persons, who in the sole discretion of the YMCA, are creating a disturbance or who are otherwise disrupting activities at Camp Arroyo. User agrees to permit only authorized persons to enter Camp Arroyo and shall take all necessary steps to remove unauthorized persons from the Facility. User shall provide at least one adult chaperone/counselor, age 18 or older, for every 11 campers under age 18.
  - (l) **DAMAGES, OTHER FEES, COSTS AND EXPENSES.**
    - i. User agrees to pay YMCA for all damage to any portion of the Facility and/or equipment incurred during User's use of Camp Arroyo, that arises from or is caused by an error, omission or negligent act of the User, its officer, agents or employees. The determination of that amount shall be in the YMCA's sole discretion, but at all times will be reasonable, and will include, but is not limited to, YMCA's costs for contractors, maintenance personnel, and camp operations staff as well as any costs for materials, garbage removal, or equipment rental.
    - ii. The Guaranteed Minimum Fee is based on the number of persons guaranteed by the User. The fee is based on the guaranteed number whether or not the number of actual participants is fewer. The fee also applies if the User terminates this Agreement without 90 days prior written notice or does not attend Camp.
  - (m) **MISCELLANEOUS:** User warrants that the person signing this Agreement has the authority to execute this Agreement on its behalf.
    - i. This Agreement may be altered or amended only by written agreement of both parties.
    - ii. User agrees that the total number of its group will not exceed the building maximum at any time.


- (n) **ATTORNEYS' FEES:** If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the party not prevailing its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.
- (o) **SPECIAL RIGHT OF TERMINATION FOR BREACH:** In the event, after warning by authorized YMCA personnel, User continues to fail to perform any requirement of this Agreement, YMCA shall have the right to terminate this Permit by notice to any officer of User, User's Camp Director or substitute or other User personnel in charge, whereupon User shall immediately terminate its use of the Facility and cause all participants to promptly remove any equipment or other personal property owned by User's participants.
- (p) **CANCELLATION:**
  - i. The YMCA must receive written notice of cancellation from the User 90 days prior to arrival day or the User shall forfeit the deposit for the use of Camp Arroyo. The User will forfeit the total amount of their fees and deposit if the YMCA receives notice of cancellation by the user in less than 30 days.
  - ii. If the YMCA closes Camp Arroyo or is unable to make the Facility available to User for any reason, the YMCA will promptly give notice to User, and the YMCA will process a full refund of all fees and deposits which shall be the sole obligation of YMCA to User. This Agreement may be terminated at any time by YMCA by giving User thirty (30) days' prior written notice.

USER HAS READ, UNDERSTANDS, AGREES TO BE BOUND BY AND VOLUNTARILY SIGNS THIS USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

**USER:**

  
 \_\_\_\_\_  
**Signature**  
 Jose Espartero  
 \_\_\_\_\_  
**Name (printed)**  
 Asst Superintendent  
 \_\_\_\_\_  
**Title** Elementary  
 10/24/18  
 \_\_\_\_\_  
**Date**

**YMCA of the East Bay**

  
 \_\_\_\_\_  
**Signature**  
 Brian Cartwright  
 \_\_\_\_\_  
**Name (printed)**  
 VP Camping & OE  
 \_\_\_\_\_  
**Title**  
 10/25/18  
 \_\_\_\_\_  
**Date**

**YMCA of the East Bay**  
**Use of Premises Agreement for Camp Arroyo**  
**INSURANCE REQUIREMENTS**  
**Exhibit A**

**Workers' Compensation & Employer's Liability**

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to the YMCA.
2. Employer's Liability for not less than \$1,000,000 per accident
3. Contain a Waiver of Subrogation endorsement in favor of the YMCA.

**Comprehensive General and Automobile Liability & Umbrella Insurance**

1. With Bodily Injury and Property Damage Liability limits of not less than \$5,000,000 each occurrence/\$6,000,000 aggregate, your policy must include Premise/Operations, Products/ Completed Operations, Sexual Abuse/Molestation, Personal & Advertising Injury and Contractual Liability coverage. If written permission is granted by the YMCA for alcohol usage, Liquor Liability must be provided for limits of not less than \$6,000,000 per occurrence/\$5,000,000 Aggregate. An Umbrella or Excess policy may be used to attain limits above Employer's Liability, General Liability and Auto.
2. Young Men's Christian Association of the East Bay, YMCA of the East Bay, Young Men's Christian Association of the Central Bay Area, The Taylor Family Foundation, East Bay Regional Park District their employees, directors, officers, volunteers, trustees, representatives and agents of the Association shall be named as Additional Insureds.
3. Your policy must be endorsed as follows: This policy shall be primary and not contributing with any other insurance in effect for the Additional Insured shown in #2 above. A Waiver of Subrogation in favor of the YMCA must be included.
4. Policy to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to the YMCA.

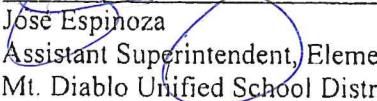
ADDENDUM TO USE AGREEMENT STANDARD TERMS

BETWEEN YMCA OF THE EAST BAY, CAMP ARROYO, AND MT. DIABLO U.S.D.

1. YMCA HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the Mt. Diablo Unified School District and its officers, employees, and agents (hereinafter "District") from liabilities, claims, expenses (including attorneys' fees), demands, suits and costs for injuries to, or the death of, any person or persons or damage, theft loss or destruction of property arising out of or that is the result of the error, omission, or negligent act of YMCA or its officers, employees, or agents during the use of the Facility by District.

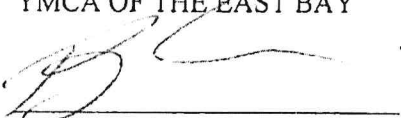
2. Exhibit A to the Use Agreement is amended to say that all insurance requirements will be mutual with an endorsement, among other things, that YMCA insurance coverage will be primary with regard to the activities by YMCA staff lead at camp (this includes lessons, recreation time activities, and night program) and District liability coverage would be primary with regard to areas District staff and chaperones are responsible for (meal time, cabin time, overnight, any non-activity time).

DISTRICT:

  
\_\_\_\_\_  
Jose Espinoza  
Assistant Superintendent, Elementary  
Mt. Diablo Unified School District

\_\_\_\_\_  
Date

YMCA OF THE EAST BAY

  
\_\_\_\_\_  
Brianna Cartwright  
Vice President, Camping & Outdoor Enrichment  
YMCA OF THE EAST BAY

10/25/18  
\_\_\_\_\_  
Date



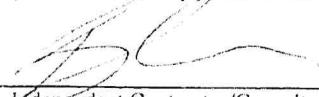
**EXHIBIT B**  
**Contractor *REQUIRED* to Complete**  
**CRIMINAL BACKGROUND CHECK CERTIFICATION**


**Mt. Diablo Unified School District**  
**Consultant/Independent Contractor Agreement - Criminal Background Check**

Name of Independent Consultant/Contractor:		YMCA OF THE EAST BAY
Services to be performed under the Agreement:		Outdoor Education Program
Schools/Locations where services will be performed:		YMCA Camp Arroyo for Rio Vista Elementary February 19 - 22, 2019
Total amount to be paid by the District under this Agreement:		\$ 14,900.00
Term of Agreement:		upon invoice
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1		I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
 \_\_\_\_\_  
 Independent Contractor/Consultant Signature  
 Bria Cartwright  
 Print Name  
 10/25/18  
 Date  
 Independent Contractor/Consultant

  
 \_\_\_\_\_  
 Superintendent or his/her Designee's Signature  
 Jose Espinoza  
 Print Name  
 \_\_\_\_\_  
 Date  
 Superintendent or his/her Designee

Contract No. OEE2019025

Signed Contract, Standard Terms & Deposit Due: June 1, 2018

The YMCA at Camp Arroyo  
5535 Arroyo Road, Livermore, CA 94550  
(925) 371-8401 ph (925) 455-7977 fax  
email: camparroyo@ymcaeastbay.org

R 109706

**Facility Contract**

Group Name: Rio Vista Elementary  
Primary Contact: Jonathan Moses  
goonie1322@gmail.com, mosesj@mdusd.org  
Arrival: February 19, 2019 at 12:00 pm  
Departure: February 22, 2019 at 1:00 pm

Address: 611 Pacifica Ave., Bay Point, CA 94565  
Tel: (925) 458 - 6101

Qty	Description	Unit Price	Total
	<b>Fees for a 4-Day Outdoor School Trip</b>		
80	Students @ \$260.00 per person	\$260.00	\$20,800.00
10	Adults/Teachers @ \$210.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$210.00	\$2,100.00
	<b>Total Trip Fee</b>		<b>\$22,900.00</b>
-1	<b>Adjustments</b> Less Requested Regional Parks Foundation Scholarship	\$8,000.00	-\$8,000.00
	<b>Amount Due</b>		
	25% deposit due June 1, 2018		\$3,725.00
	<b>Remaining balance due (minus deposit) January 19, 2019</b>		<b>\$11,175.00</b>

**Cancellation Policy & Guaranteed Minimum Fee:**

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

**Guaranteed Minimum Fee: \$13,650**

**Based on Minimum Guaranteed Participants: 76 kids/9 Adults**

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

**Maximum Participant Limit: 88 kids/12 adults**

**Our Check Policy:**

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

**Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to YMCA Camp Arroyo.**

X \_\_\_\_\_  
Authorized Signature

Date: 10/24/18

Name (printed) Jose Espinoza

Title Asst Sup Elementary

**EXHIBIT B**  
**Contractor *REQUIRED* to Complete**  
**CRIMINAL BACKGROUND CHECK CERTIFICATION**

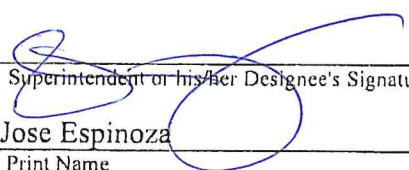
**Mt. Diablo Unified School District**  
**Consultant/Independent Contractor Agreement - Criminal Background Check**

Name of Independent Consultant/Contractor:		YMCA OF THE EAST BAY
Services to be performed under the Agreement:		Outdoor <del>Education</del> Program
Schools/Locations where services will be performed:		YMCA Camp Arroyo for Meadow Homes Elementary May 20-24, 2019
Total amount to be paid by the District under this Agreement:		\$ 20,580.00
Term of Agreement:		upon invoice
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
 \_\_\_\_\_  
 Independent Contractor/Consultant Signature  
**Bria Cartwright**  
 Print Name  
 \_\_\_\_\_  
 Date  
 Independent Contractor/Consultant

  
 \_\_\_\_\_  
 Superintendent or his/her Designee's Signature  
**Jose Espinoza**  
 Print Name  
 \_\_\_\_\_  
 Date  
 Superintendent or his/her Designee

Contract No. OEE2019020REV Signed Contract, Standard Terms & Deposit Due: June 1, 2018

**The YMCA at Camp Arroyo**  
 5535 Arroyo Road, Livermore, CA 94550  
 (925) 371-8401 ph (925) 455-7977 fax  
 email:camparroyo@ymcaeastbay.org

R 109142

**Facility Contract**

**Group Name:** Meadow Homes Elem.  
**Primary Contact:** Wendy Stark  
 starkw@mdusd.org  
**Arrival:** May 20, 2019 at 12:00 pm  
**Departure:** May 24, 2019 at 1:00 pm

**Address:** 1371 Detroit Ave., Concord, CA 94520  
**Tel:** (925) 685 - 8760

Qty	Description	Unit Price	Total
<b>Fees for a 5-Day Outdoor School Trip</b>			
115	Students @ \$294.00 per person	\$294.00	\$33,810.00
15	Adults/Teachers @ \$218.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$218.00	\$3,270.00
<b>Total Trip Fee</b>			<b>\$37,080.00</b>
<b>Adjustments</b>			
-1	Less Requested Regional Parks Foundation Scholarship	\$16,500.00	-\$16,500.00
<b>Amount Due</b>			
			25% deposit due June 1, 2018
			\$5,145.00
			Remaining balance due (minus deposit) April 20, 2019
			\$15,435.00

**Cancellation Policy & Guaranteed Minimum Fee:**

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

**Guaranteed Minimum Fee: \$18,598**      **Based on Minimum Guaranteed Participants: 109 kids/14 Adults**


The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

**Maximum Participant Limit: 126 kids/17 adults**

**Our Check Policy:**

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to **YMCA Camp Arroyo**.

X   
 Authorized Signature  
 Name (printed) Jose Espinoza

Date: 10/24/18  
 Title Asst Sup Elementary


**EXHIBIT B**  
**Contractor *REQUIRED* to Complete**  
**CRIMINAL BACKGROUND CHECK CERTIFICATION**

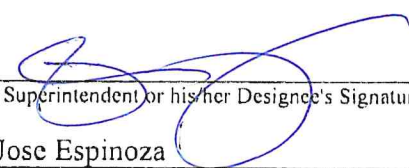
**Mt. Diablo Unified School District**  
**Consultant/Independent Contractor Agreement - Criminal Background Check**

Name of Independent Consultant/Contractor:		YMCA OF THE EAST BAY
Services to be performed under the Agreement:		Outdoor Education Program
Schools/Locations where services will be performed:		YMCA Camp Arroyo for Bel Air Elementary April 24-26, 2019
Total amount to be paid by the District under this Agreement:		\$ 4,830.00
Term of Agreement:		upon invoice
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
 \_\_\_\_\_  
 Independent Contractor/Consultant Signature  
 Bria Cartwright  
 Print Name  
 \_\_\_\_\_ 10/25/18  
 Date  
 Independent Contractor/Consultant

  
 \_\_\_\_\_  
 Superintendent or his/her Designee's Signature  
 Jose Espinoza  
 Print Name  
 \_\_\_\_\_  
 Date  
 Superintendent or his/her Designee

Contract No. OEE2019050

Signed Contract, Standard Terms & Deposit Due: June 1, 2018

The YMCA at Camp Arroyo  
5535 Arroyo Road, Livermore, CA 94550  
(925) 371-8401 ph (925) 455-7977 fax  
email: camparroyo@ymcaeastbay.org

R 109281

**Facility Contract**

**Group Name:** Bel Air Elementary  
**Primary Contact:** Olivia Hinkens  
hinkenso@mdusd.net  
**Arrival:** April 24, 2019 at 12:00 pm  
**Departure:** April 26, 2019 at 1:00 pm

**Address:** 663 Canal Rd., Bay Point, CA 94565  
**Tel:** (925) 458 - 2606

Qty	Description	Unit Price	Total
<b>Fees for a 3-Day Outdoor School Trip</b>			
50	Students @ \$227.00 per person	\$227.00	\$11,350.00
8	Adults/Teachers @ \$185.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$185.00	\$1,480.00
<b>Total Trip Fee</b>			<b>\$12,830.00</b>
<b>Adjustments</b>			
-1	Less Requested Regional Parks Foundation Scholarship	\$8,000	(\$8,000)
<b>Amount Due</b>			
25% deposit due December 1, 2018			\$1,207.50
Remaining balance due (minus deposit) March 9, 2019			\$3,622.50

**Cancellation Policy & Guaranteed Minimum Fee:**

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

**Guaranteed Minimum Fee: \$3,964**

**Based on Minimum Guaranteed Participants: 47 kids/7 Adults**

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

**Maximum Participant Limit: 55 kids/10 adults**

**Our Check Policy:**

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposits. Please make checks payable to YMCA Camp Arroyo.

X.  \_\_\_\_\_  
Authorized Signature

Date: 10/24/18

Name (printed) Jose Esparza

Title Asst. Sup Elem